

# **EXHIBIT D**

January 19, 2019

AAPC Publishing  
11209 Strang Line Road  
Lenexa KS 66215

Copy to Atty. Kevin D. Wait  
7450 W. 130<sup>th</sup> St., Suite 140  
Overland Park, KS 66213  
Via email: [kwait@hrkklaw.com](mailto:kwait@hrkklaw.com)

**NOTICE OF DEFAULT AND TERMINATION**

Kelly Mahler. (hereinafter “Mahler”) is by this Notice declaring AAPC Publishing, Inc. (hereinafter “AAPC”) in default of its two (2) Write and Publish Agreements, one dated September 25, 2015 and the other dated March 10, 2016. (the “Agreements”) for the following main failures:

1. Failure under Paragraph 10(b) to print, produce and publish the Works during times of reasonable demand, among others, failure to provide Works at conventions recommended by publisher and attended by Mahler, failure to provide Works to purchasers of the Works when due,
2. Failure under Paragraph 10(b) to use best efforts to keep the market supplied. AAPC failed at numerous times before and after notice by Mahler to have proper supplies listed on the major publishing and purchasing platforms for consumers. Mahler and her counsel provided numerous emails relating to said deficiencies and they were not properly remedied.
3. Failure under Paragraph 10(b) to use best efforts to make the Works known by advertising. Mahler has repeatedly requested information about marketing plans since at least September 2018 and AAPC has failed to provide and/or create, perform or use best efforts in marketing the Works. In fact, AAPC attempted to publish the Works in a .pdf format that had the potential to harm AAPC and Mahler’s ability to receive royalties on Works that were purchased in a format that provides easy access to copying without notice to the publisher or Mahler.
4. Failure under paragraph 16 by AAPC of its obligation to diligently employ usual and legitimate advertising methods and failure to keep the market fully supplied with inventory at all times. Again, Mahler and her counsel sent emails relating to those issues and they have not been cured nor addressed.

Mahler is exercising her right to terminate the Agreements and demands the restoration to

her of her rights to her Works under paragraph 21 of the Agreements. AAPC has failed to comply with or fulfill any of the terms or conditions of the Agreements as set forth above and in Mahler and her counsel's prior notices to AAPC and its counsel. Under Paragraph 21(d), the Work was out of print and not for an emergency condition. AAPC failed to give Mahler notice as required under paragraph 21(d) of the out of print status and Mahler continued to promote sales on her social media and other platforms and attend conferences with the expectation that the Work was in print.

Pursuant to Paragraph 21(d), Mahler is exercising her right to terminate the Agreements, having provided prior written notice via email of her desire to terminate and now providing written notice of the thirty (30) day termination notice. Her Works under said Agreements and any other Works or relating to said Agreements shall revert to Mahler. All Works and materials shall be returned to Mahler as set forth in Paragraph 21(d), including all copyrights acquired under the Agreements, which shall be provided by February 28, 2019. Mahler requests that all such materials be provided to her counsel, Eric N. Mahler, 1043 Wyoming Avenue, Forty Fort, PA 18704, and all correspondence relating to same should be addressed to her counsel at her counsel's address.

An accounting of current sales must be provided with the termination, and please contact Mahler's counsel to discuss options for pre-printed Works for sale to discuss how those copies should be handled during the termination period.

Very truly yours,

ERIC N. MAHLER  
Attorney for Kelly Mahler